



Saint Regis Mohawk Tribe

Optical Network: Outside Plant Construction

Request For Bid

Request Number SRMT 12-02
May 21, 2012



Revision 3.1



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1. Project Overview- Background Information

The Saint Regis Mohawk Tribe's community broadband project is an open access network initiative seeking to build 90+/- miles of aerial, fiber optic infrastructure bringing last-mile connectivity to 1267 households, local businesses, and over 42 critical community facilities in the southern, U.S. portion of the Mohawk territory of Akwesasne. The network will distribute content and services while maintaining the appropriate Service Levels.

2. Invitation for Bidders

The Saint Regis Mohawk Tribe is hereby issuing a Request For Bid (RFB) number SRMT 12-02 to provide interested Contractors with sufficient information necessary to prepare and submit responses for consideration by the Saint Regis Mohawk Tribe for services. The intent of this document is to define all requirements necessary for Contractors to provide qualifications and pricing for utility construction services to provide and install the infrastructure and integrate existing infrastructure to support a 100% Optical Open Access Broadband Network.

3. Definition of Terms

1. "SRMT" - Saint Regis Mohawk Tribe
2. "Bidder" - an individual or business submitting a bid to this RFB
3. "BOM" – Bill Of Materials
4. "Engineer" – Owner's Engineer
5. "HASP" - Health And Safety Plan
6. "OSHA" – Occupational Safety and Health Administration
7. "OSP" – OutSide Plant, refers all cabling, infrastructure, equipment, materials, or other components necessary to provide terrestrial connectivity to facilitate the transfer of signals and/or data from within the Central Office to the equipment at the demarcation of the customer
8. "RFB" – Request For Bid
9. "RUS" – Rural Utilities Service
10. "Contractor" - Selected bidder that contracts to perform services in accordance with MSA



4. Native American Preference

A. Native American Preference

This RFB is to be distributed to provide the services required as outlined in this document. Please note; this is a Native American preference project and Contractors may be required to staff accordingly.

B. Native American Definition

In accordance with Tribal Council Resolution 2003-204 Indian Preference Policy and Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) applies to work performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises.

C. Native Preference Contract Conditions

The Native American contract conditions will be applied as stated in Exhibit M labeled "Supplementary Conditions" as shown in the excerpt below:

5. *Indian Preference--Department of the Interior (APR 1984)*

(a) *The Contractor agrees to give preferences to Indians who can perform the work required regardless of age (subject to existing laws and regulations), sex, religion, or tribal affiliation for training and employment opportunities under this contract and, to the extent feasible consistent with the efficient performance of this contract, training and employment preferences and opportunities shall be provided to Indians regardless of age (subject to existing laws and regulations), sex, religion, or tribal affiliation who are not fully qualified to perform under this contract. The Contractor also agrees to give preference to Indian organizations and Indian-owned economic enterprises in the awarding of any subcontracts consistent with the efficient performance of this contract. The Contractor shall maintain such records as are necessary to indicate compliance with this paragraph.*

(b) *In connection with the Indian employment preference requirements of this clause, the Contractor shall also provide opportunities for training incident to such employment. Such training shall include on-the-job, classroom, or apprenticeship training which is designed to increase the vocational effectiveness of an Indian employee.*

(c) *If the Contractor is unable to fill its training and employment needs after giving full consideration to Indians as required by this clause, those needs may be satisfied by selection of persons other than Indians in accordance with the clause of this contract entitled "Equal Opportunity".*

(d) *If no Indian organizations or Indian-owned economic enterprises are available for awarding of subcontracts in connection with the work performed under this contract, the Contractor agrees to comply with the provisions of this contract involving utilization of small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, or labor surplus are concerns.*

(e) *As used in this clause:*



(1) *Indian means a person who is a member of an Indian Tribe. If the Contractor has reason to doubt that a person seeking employment preference is an Indian, the Contractor shall grant the preference but shall require the individual within thirty (30) days to provide evidence from the Tribe concerned that the person is a member of that Tribe.*

(2) *Indian Tribe means an Indian Tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act (85 Stat. 668; 43 U.S.C. 1601) which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians.*

(3) *Indian organization means the governing body of any Indian Tribe or entity established or recognized by such governing body in accordance with the Indian Financing Act of 1974 (88 Stat. 77; 25 U.S.C. 1451); and*

(4) *Indian-owned economic enterprise means any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit provided that such Indian ownership shall constitute not less than 51 percent of the enterprise.*

(f) *The Contractor agrees to include the provisions of the clause including this paragraph (f) in each subcontract awarded under this contract.*

(g) *In the event of noncompliance with this clause, the Contractor's right to proceed may be terminated in whole or in part by the Owner and the work completed in a manner determined by the Owner to be in the best interests of the Government.*

6. *In accordance with Tribal Council Resolution 2010-25, "Native Preference In Contracting"*

Indian employment goals for the General Contractor's work force

"All Construction contracts awarded by the Tribe or by any tribal entity, including the Akwesasne Housing Authority, that the General Contractor agrees to a Native Preference Plan to hire all qualified native subcontractors for the project and that, at a minimum, the General Contractor agrees to hire at least forty percent (40%) native sub-contractors"

"General Contractor's Native Preference Plan is to include an agreement that the Sub Contractors hire all qualified native workers for the project and that, at a minimum, the Sub Contractors agree to hire at least forty percent (40%) native workers in the project workforce.

Exceptions to the 40% minimum shall only be made, in writing, by the Tribal Council, upon proof that there are fewer than 40% qualified Native workers in a particular category of worker trades.

Exceptions to the 40% minimum shall only be made, in writing, by the Tribal Council, upon proof that there are fewer than 40% qualified Native workers in a particular category of worker and that the Contractor has made all reasonable efforts to comply with this requirement."



D. Mohawk Preference Compliance Plan & Agreement

All Bidders must respond to this RFB with the completed Mohawk Compliance Plan Agreement. No bids will be considered without satisfactory completion of this Agreement. This document, titled “Mohawk Compliance Plan Agreement 2012” is attached as Exhibit E. (The predecessor of this document is the “Mohawk Preference Compliance Plan & Agreement”. This document is issued for compliance to the Policy on Mohawk Preference Construction Contracting.)

5. Staffing Requirements

A. Davis Bacon Act

Contractor and sub-Contractors shall be in compliance with Davis-Bacon wage decision/determination requirements for payroll deductions, online submission of weekly certified payroll reports and labor standards relating to Davis-Bacon wage rate. This shall be monitored by project SRMT Human Resources Department and the SRMT Compliance Department. You may find more information about the Davis-Bacon Wage rate in the document entitled “Labor Provisions and Davis Bacon General Decisions” attached as Exhibit N.

The current Wage Determination during the release of this document is General Decision Number: NY120035 05/04/2012 NY35.

B. Staffing Levels

A standard OSP crew will consist of 2-3 workers for anchor installation, 3-4 workers for strand and Fiber Optic Cable installation, 2 workers for traffic control, 2-3 workers for Splicing Activities, and 2-3 workers for Installation of Service Drops. Personnel whose wages are not covered by the Davis-Bacon Act, for example Warehouse, Inventory Control, and management personnel, will not be included in the OSP crew count.

The Contractor must have a minimum staffing level of Six crews working onsite throughout the OSP Construction activities. In addition to the minimum staffing levels, the Contractor must also be able to augment staffing levels from Six crews to Twelve (12) crews within no longer than 10 working days. The Bidders is required to outline current and anticipated staffing plans in the response to this RFB to show how the Bidders will meet the staffing level demands outlined in this document.



6. Project Control

- a. The Contractor will meet with selected representatives of the Engineer and SRMT on a regular basis as determined necessary by SRMT to review progress and discuss necessary guidance to the Contractor in solving problem which may arise. At times, daily progress meeting will be mandatory for attendance by Contractors and pertinent personnel.
- b. Although there will be continuous liaison with SRMT representatives, SRMT or assigned representatives will meet as often as required with the contractor's project manager for the purpose of reviewing progress and providing necessary guidance.
- c. The Contractor shall, on a regular basis, submit brief written summaries of the work accomplished during the reporting period, and a schedule for the subsequent reporting period, real or anticipated problems and notification of any significant deviation from previously agreed upon work plans.
- d. Closeout documentation as defined by the Engineer including but not limited to Electronic Redline Drawings ("As-Built"), pictures, test documentation, manufacturer certifications, geocode data, sequential Fiber Data, Customer Premises installation records, splicing details, and terminal cut sheet reports, materials and equipment inventory control documentation, and RUS required documentation.

7. General Notes

Equipment, Materials, & Services to Bid – The Contractor will provide and install all OSP infrastructures to support successfully tested Fiber Optic connectivity installed in both Aerial and Buried environments. Installation includes work in both Aerial and Buried environments.

Activities Included Under These Specifications -

Aerial utility construction outside of energized space

Buried utility construction

Fiber Optic splicing

Service Drop Installation

Fiber Optic Testing & Documentation

Records of successful installation ("As Built" Documentation, Closeouts packages, and Redlined Drawings)

Project Area - The entire project area shall be located within the southern, U.S., portion of the Mohawk territory of Akwesasne surrounding Akwesasne, NY (also known as Hogansburg, NY)



Terms - This project is 100% RUS grant funded. All terms and conditions of RUS-515 will apply as applicable. The terms of this contract will fall under Master Service agreement to be negotiated with SRMT.

The RUS 515 can be found at -

[http://www.rurdev.usda.gov/SupportDocuments/UTP form 515.pdf](http://www.rurdev.usda.gov/SupportDocuments/UTP_form_515.pdf)

Expenses - The SRMT and MyROW International, Inc. assumes no liability for expenses incurred while preparing and submitting responses to this Request for Bid.

Compliance – Compliance with Tribal, State, Local, Federal, and any other governing regulations will be critical on this project. Operational compliance will be documented as scheduled throughout the project without exceptions. Qualified Contractors must be prepared to support compliance efforts including active monitoring, reporting, documentation, and operational implementation.

8. Scope of Work Supervision

Contractor shall provide a single point of accountability to SRMT, as per the requirements of this document, and in accordance with the specified timelines. The Engineer shall also provide project oversight executive who will serve as a (PoC) *Point Of Contact* between SRMT and Contractor.



9. Bid Process: Instruction to Bidders

A. Questions

All inquiries related to this RFB must be directed via FAX to:

Saint Regis Mohawk Tribe
Att: Grants & Contracts Office
Fax number: (518) 358-6234
Telephone Number: (518) 358-2272

SUBJECT: SRMT 12-02 CORRESPONDENCE

The final day for questions will be 4:00PM Eastern Time on May 25, 2012. This time will not be extended.

B. Submissions

One (1) original and three (3) copies of your response must be received by 4:00pm Eastern Time on Monday, June 1, 2012. Also include one (1) electronic copy of your response on CD or flash-drive. The responses shall be mailed or delivered to the following address:

Grants & Contracts Office
Saint Regis Mohawk Tribe
2nd Floor Community Building
412 State Route 37
Akwesasne, New York 13655

Telephone Number: (518) 358-2272

Important Notes:

Late responses will not be accepted and will be returned to bidder unopened. This time will not be extended. Responses sent via fax or Email will not be considered.



Once responses are submitted, the SRMT and the Engineer will review the responses and select a short-list of firms to interview. During the interview stage the bids and company profiles will be discussed and scored. The responses will also be technically evaluated and scored the Engineer and SRMT.

After the interview process (location to be determined), the SRMT will select one (1) firm as a finalist, and begin negotiations with the firm to finalize a contract for construction services. If SRMT cannot negotiate a contract successfully with the selected firm, the next highest-ranking firm will be contacted and negotiations will begin. The process will continue until a contract is finalized and mutually agreeable with SRMT and the selected construction firm.

The following timetable outlines the anticipated schedule for the RFB and Contract process. The timing and the sequence of events resulting from this RFB may vary.

REQUEST FOR BID ANTICIPATED SCHEDULE	
EVENT	DATE
RFB Advertised	05/14/2012
RFB Issued	05/21/2012
RFB Due Date	06/01/2012
RFB Evaluation (<i>short list selected</i>)	06/05/2012
Interviews	06/06/2012
Selection of firm	06/08/2012



10. Response Format

A. Contractor Qualification Report

All bidders must produce and provide a Contractor Qualification Report. This report will address the following items to allow SRMT to determine the bidder's eligibility to perform the services required for this project:

1. **Cover Letter:** Indicate your firm's capabilities with this type of project, and highlighting key points of your response.
2. **Firm Overview:** Including company history, number of staff by discipline, company locations, location where project will be managed, and length of time your firm has provided similar services.
3. **Proposed Project Team:** Include an organizational chart and resumes of key project team members, including their role in this project. Also, identify who the primary manager for this project will be within your organization.
4. **Experience:** The contractor shall have and demonstrate at least ten continuous years of experience engineering and installing optical cable systems.
5. **Proposed Services & Project Approach:** Please define how your firm will manage this project, and will ensure quality documentation and certification is produced.
6. **References:** Please provide a minimum of three (3) references where any related services Team(s) have provided services.
7. **Financial Statements:** If you have not been pre-qualified, then please include information related to your financial stability, including certified financial statements, revenues over the past three (3) years, any pending lawsuits or legal actions against your company, and contact information for your financial institution.
8. **Inventory Control:** Provide the inventory control plan that will be used to control, monitor, and report on inventory quantities and activities.
9. **Quality Control Process:** Bidder must indicate how quality control for engineering, professional services, constructions, splicing, and all other process will be performed on this project.
10. **Service Capacity:** All Contractors must indicate your existing client work load, and other projects your team is committed to, including project time frames. If



you have any projects which may cause a conflict of interest, or could otherwise hinder your proposed timeframes, please describe those projects and how your firm manages multiple client priorities.

11. **Staffing Plan:** Provide staffing levels and staff scaling plans. Indicate the number of staff that will be dedicated to this project and the available number of staff that can be made available if additional mobilization is needed. Organizational details such as organizational charts or resumes are not required for in the response.

C. Pricing Detail

Provide pricing itemized by RUS assembly unit for accounting and compliance purposes. The assembly unit details are found in the RUS website at:

http://www.rurdev.usda.gov/RDU_Bulletins_Telecommunications.html

Provide pricing in a table as found in the RUS 515 construction contract. The resulting total will be used in the scoring and evaluation

Important Note: Bids without appropriate itemization by assembly units will NOT be accepted. Label and arrange pricing in the categories as outlined below. All responses must have separate, itemized pricing for Factory Terminated Cable Installation and Traditional Aerial Installation.

Please note that pricing for each unit will include all materials costs, labor costs, materials handling and warehousing, project control, profitability, handling, professional services, additional engineering, or any other costs associated for providing materials or services to install the entire Outside Plant portion of this network.

D. Certification of Compliance

Complete the certification forms to exhibit compliance. These documents will also confirm the Contractor's awareness of SRMT and other governing regulations. Additionally, these forms will signify the Contractor's intent to fulfill all SRMT and other governing regulations.

These certificates are attached as follows:

- a. EXHIBIT I: SRMT FORM - Certification Regarding Debarment
- b. EXHIBIT J: SRMT FORM - Certification Regarding Drug Free Workplace



- c. EXHIBIT K: Certificate of Independent Price Determination
- d. EXHIBIT L: Certificate Regarding Lobbying

E. DELIVERY OF BONDS

For all bids over \$150,000.00, the response must be accompanied by a Bid Bond payable to the SRMT for 20% of the total amount of the response. As soon as the response prices have been compared, the SRMT will return the bonds of all except the three lowest responsible Contractors. In case of failure of the Contractor to execute the Agreement, the SRMT may consider the Contractor in default, in which case the Bid Bond accompanying the response shall become the Property of the SRMT.

When the Agreement is executed the bonds of the two remaining unsuccessful Contractors will be returned. The Bid Bond of the successful Contractor will be retained until the Payment Bond and Performance Bond have been executed and approved, after which it will be returned. A certified check may be used in lieu of a Bid Bond.

Contract award is over \$150,000 a Performance Bond and Payment Bond are required with penal amounts equal to 100% for each bond of the amount of the contract. BONDS ARE TO BE MADE PAYABLE TO THE SRMT, Corporate sureties offered for bonds furnished with this contract must be original documents and must appear on the list contained in the Department of treasury Circular 570, entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies".

Attorneys -in-fact who sign Bid Bonds or payment bonds and performance bonds must file with each BOND a certified and effective dated copy of their power of attorney.

The required bonds are exhibits attached to this document as follows:

- a. Exhibit F: RUS Form 307 – BID Bond
- b. Exhibit G: EJCDC Form C-615(A) – Payment Bond
- c. Exhibit H: EJCDC Form C-610 – Performance Bond

All documentation of bonds must be submitted before final agreement is in place.



F. CERTIFICATES OF INSURANCE

Bonds and insurance shall be purchased and maintained by Contractor, including Contractor's Liability Insurance, Owner's Liability Insurance, and Property Insurance.

Insurance & Bonds, of the General Conditions, before any work is started and prior to the issuance of the contract, the Contractor shall file with the Owner certificates of insurance evidencing the issuance of, and full payment for, all required insurance, insuring the Owner and the location of the operation, said insurance shall cover the Owner during the entire term of the contract.

The Saint Regis Mohawk shall be named as an "ADDITIONAL INSURED" on the General Liability as stated below.

ALL INSURANCE SHALL BE UNDERWRITTEN BY A COMPANY SATISFACTORY TO THE Owner (Best "A" rating) AND AUTHORIZED TO DO BUSINESS IN THE STATE OF NEW YORK.

1. Comprehensive General Liability Insurance, providing coverage for death, bodily injury, personal injury, or property damage that could arise directly or indirectly from performance of the contract. The coverage must be on an occurrence form basis with minimum limits of \$1,000,000.00 per occurrence, combined single limit for bodily injury and property damage liability. General liability insurance shall name the Saint Regis Mohawk Tribe as "Additional Insured" and make it specific to this project.
2. This policy should include coverage for faulty workmanship or materials, and faulty design specifications when construction is involved.
3. Umbrella Policy - \$1,000,000.00
4. Workers' Compensation Insurance, as required by New York State covering all of the contractor's employees employed in connection with this contract.
5. Business Auto liability coverage, minimum \$1 million per occurrence and combined single limit for bodily injury liability and property damage liability. This coverage shall be on "Any Auto" or "Comprehensive Form" policy. The coverage shall be on an occurrence form policy. In the event the firm does not own vehicles, hired and non-owned coverage shall be provided in the amounts listed above.

All insurance documentation must be submitted before final agreement is in place. Insurance stipulations will be applied as stated in Exhibit O labeled "Supplementary Conditions" accompanying this document.



11. Activity Details

The work included under these specifications shall include furnishing all equipment and materials except those listed to be furnished by the SRMT, providing all labor, supervision, administration, and management; and supplying all construction equipment, materials, and services necessary to perform the work complete in accordance with the specifications, drawings, and other contract documents, except as specifically excluded under the section of this document labeled “Exclusions.”

All OSP facilities must be installed per the bid prints (Exhibit A) labeled “BID PRINTS - OSP.SRMT Optical Network”. The Bid Prints are not final and a limited amount of variance may appear in the final work prints. The work defined includes all activities necessary to build complete OutSide Plant Fiber Optic facilities as design by the Engineer according to survey data, the table shown in Exhibit B, labeled “OSP TASK SUMMARY” shows the minimal amounts of activity depicted in the Bid Prints.

Standards and specifications related to tasks and materials can be found on the RUS website at:

http://www.rurdev.usda.gov/RDU_Bulletins_Telecommunications.html

12. Equipment and Materials Provisions

All equipment and materials required for the OSP facilities shall be furnished, completely installed, and tested, except as specified otherwise in these specifications.

A. Bill Of Materials

A Bill Of Materials (BOM) has been included in Exhibit C labeled “Bill of Materials (BOM)”, for those materials which are specified by the Engineer. Materials that are not called out in the Final BOM must be provided in compliance to applicable governing Standards or Specifications as outlined by RUS. All materials must be approved by the Engineer.

B. Critical Spares/ Remaining Stock

Inventory must be delivered to the SRMT in Akwesasne, NY (also known as Hogansburg, NY). The exact location of delivery is not announced in this document. The quantities of equipment, parts, materials, or other items will be detailed in the document labeled “Bill of Materials (BOM)” or Exhibit C. Deliver of stock must be coordinated with 3 weeks of advanced notice and occur during normal business hours.



C. Factory Terminated Cable

SRMT has chosen to integrate Factory Terminated Cable into the network. This cable requires special handling. Proper training is required for proper placement of this cable. There will also be additional engineering effort and management to ensure successful installation. The Contractor is responsible for all costs associated with installation, additional engineering, handling, special training, tools, and any other costs related to the installation of this cable.

IMPORTANT NOTE: If the Contractor has not been prequalified, then the Contractor must be able to become approved or currently be qualified to install the Corning Flexnap System. All additional operational and engineering costs must be covered in this response.

This cable is a product of Corning. SRMT will require the ability to retain the full warranty of this product upon installation. Installation and handling methods must be performed in accordance to Corning and the Engineer.

D. Warehouse and Inventory Control

The contractor must provide an approved inventory control plan to ensure adequate inventory levels of materials, secure warehousing, and minimize delays caused by procurement of assets.

E. Brand Names

Whenever brand names or numbers are cited by the Scope of work or Bill of Materials in a Request for Bids, the brands are listed only as an indication of the standards of quality and utility desired. Bidders may propose any brand equal in quality or utility to that cited; however, whenever possible, bidders shall indicate specific brand names and stock numbers in their bids. Bids are to be based on the brand names and numbers cited, and no substitutions will be accepted without prior approval of the Program Manager. In the event that brand names cannot be specified, bidders will indicate the quality and list the specifications of the materials proposed.

Contractor shall provide all data in support of any proposed substitute or “or equal” at Contractor’s expense.

The following excerpt describes the Brand Name policy for the SRMT:

(a) If items in this solicitation are identified as "brand name or equal," the term is intended to be descriptive not restrictive. The "brand name or equal" description is used to portray the characteristics and level of quality that will satisfy the Tribe's needs. The



salient physical, functional, and other characteristics which "equal" products must meet are specified in the solicitation.

(b) To be considered for award, offers of "equal" products, including products (other than the "brand name" item) of the brand name manufacturer, must-

(1) Meet the salient physical, functional, and other characteristics specified in this solicitation;

(2) Clearly identify the item by-

(i) Brand name, if any; and

(ii) Make or model number;

(3) Include descriptive literature such as cuts, illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Contracting Officer; and

(4) Clearly describe any modifications the Offeror plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modifications.

(c) The Contracting Officer will evaluate "equal" products on the basis of information furnished by the Offeror or identified in the offer and reasonably available to the Contracting Officer. The Contracting Officer is not responsible for locating or securing any information not identified in the offer and reasonably available.

(d) Unless the Offeror clearly indicates in the offer that the product being offered is an "equal" product, the Contracting Officer will consider the offer as offering a brand name product referenced in the solicitation.

F. Tax Exemption

New York Exemption: For New York State tax exemption refer to New York State Department of Taxation and Finance "A Guide to Sales Tax in New York State for Exempt Organizations" Publication 843 (12/09), Page 40, section "Sales to contractors working for exempt organizations) and NYS and Local Sales and Use Tax form Contractor Exempt Purchase Certificate ST-120.1 (7/11).

Exemption Organization Certification, #EX152433, for Saint Regis Mohawk Tribe, which certifies that the property and/or services ordered/purchased hereby are for the use of, and are being purchased by the Saint Regis Mohawk Tribe, and are therefore not subject to New York State sales and use taxes.



13. Safety

A. Priority

Safety is the chief concern among all business activities related to this project, the Engineer and the SRMT. There will be no exceptions granted for Safety regulations and compliance thereof.

B. Safety Meetings

Safety meetings will be held regularly. At least one safety meeting per week will be attended by the Owner or authorized representative thereof. Meeting minutes must be submitted to the Owner and the Engineer for review each week. Safety Meeting minutes must include but are not limited to; Incident reporting, Incident Review, Attendance, Safety Topics, and Questions and Answer records.

C. Safety Planning

Contractor shall develop a Health And Safety Plan (HASP) for the work specified. For activities associated with soil, the HASP shall be developed in accordance with DEP requirements and soils classified as “urban fill”. The HASP shall be submitted to the SRMT for approval prior to the Contractor mobilizing to the project site.

Contractor must have an established Safety Program. Respondent must exhibit historical records of an active and successful program. Contractor shall provide a Point of Contact to control Safety standards and report Safety activities.

D. OSHA

All practices, designs, installations, and construction must comply with Occupational Safety and Health Administration (OSHA) standards. OSHA training is recommended for all activities. For efforts where a competent person is required for OSHA compliance, then OSHA training and certification must be obtained for the individuals working ON SITE.



14. Schedule

Although the actual timeline may vary greatly, the successful bidder must be prepared to meet the following delivery, installation, & service milestones. This is not a forecast or final schedule. This schedule is a desired timeline and should NOT be used to predict or drive any delivery, staffing, manufacturing, or other business plans.

The time of completion of the work is a basic consideration. This shall include the completion of various activities in accordance with the milestone times and dates listed in addition to the timely delivery of the equipment and materials.

The following table stipulates construction milestones and guaranteed completion dates for the work included in this Contract. It is necessary that the Contractor perform the activities shown on or before the dates indicated to avoid delay of the entire project.

ACTIVITY	DATE
Submit Project Plan	06/22/2012
Submit Inventory & Warehousing Plan	06/22/2012
Begin Make Ready	06/29/2012
Begin Strand & Anchor Construction	06/29/2012
Begin Fiber Optic Cable Installation	07/16/2012
Begin Splicing and Integration of Existing Network	07/16/2012
Begin Buried Installation	07/23/2012
Begin Service Drop Construction	07/23/2012
Complete OSP Build to 40 Locations	08/17/2012
Complete Strand & Anchor Construction	10/26/2012
Complete Fiber Optic Installation	11/19/2012
Complete Fiber Optic Splicing	12/17/2012
Submit Final Optical Testing Documentation	12/21/2012
Submit Final Closeout Documentation	01/07/2012



15. Quality Control

Contractor must provide a point of contact to manage and oversee all quality control of materials and installation. The contractor must maintain an approved quality control reporting and assurance system that may be reviewed periodically and without notice by the Owner or Engineer.

16. Construction Plant & Temporary Facilities

The Contractor will furnish all construction plant, utilities, temporary facilities, equipment, materials, and supplies required for execution of project tasks but which will not be incorporated in the completed work, unless otherwise specified herein.

All temporary structures and facilities furnished by the Contractor shall remain the property of the Contractor and shall be maintained throughout the work. Any materials, equipment, or temporary structures installed or erected on the Jobsite or within permanent buildings by the Contractor will be removed by him at the completion of the Contractor's work.

All Contractor-furnished construction plant and facilities will be in good, usable condition and shall be of the proper type and size to perform the Work. The plant and facilities will be regularly and systematically maintained throughout the work to ensure proper, efficient operation.

When the work is completed, all Contractor furnished temporary structures and facilities will be removed from the Site and the area will be restored to its original condition to the maximum extent practicable.

Temporary structures for offices, change houses, warehouses, and other uses for the Contractor or his Contractors will be provided by the Contractor. Suitable construction trailers may be used in lieu of temporary structures. Such structures or trailers shall be placed only in the locations agreed to by the SRMT and the Contractor.



A. Construction Utilities

Construction utilities required for the prosecution of the work shall be provided by the Contractor or the SRMT as herein specified.

B. Site Communication Requirements

The Contractor shall provide site communications to meet his or her needs and shall pay all costs associated with such services.

C. Water

The Contractor will furnish his or her own water for construction uses and shall provide piping, valves, and hoses as required to distribute water for his or her and his or her Contractors' use.

D. Heat

The Contractor will provide all temporary enclosures and all heating facilities required for the efficient prosecution of the work and to prevent freeze damage during construction.

All heating equipment shall be provided with adequate safeguards.

E. Trash Collection and Disposal

The Contractor shall be responsible for the cleanliness of his or her work areas. The Contractor shall provide his or her own trash collection and disposal services. Trash shall be hauled to an offsite landfill area for disposal.

All petroleum products, thinners, solvents, or other items considered as hazardous materials shall be disposed of by the Contractor by means of a hazardous material process meeting state and federal regulations.

17. Material, Receiving, Handling, & Storage

The Contractor shall promptly receive, and place into storage all equipment, materials, and supplies for the work to be performed. This shall include Fiber, equipment and materials furnished by the SRMT and shipped directly to the Contractor.

Storage areas on the site may be allocated for the Contractor's use by SRMT. Equipment and materials shall be stored in assigned lay down areas.

Before unloading any materials or equipment, the Contractor shall prepare and submit to the SRMT for review a drawing indicating the proposed layout and utilization of his



storage areas. Storage areas shall be utilized in accordance with the layout indicated on the drawing and as acceptable to the SRMT. This drawing shall be kept current and shall indicate the location and description of all stored items for which the Contractor is responsible. Revised copies of this drawing shall be submitted to the SRMT as they are made.

A. Hazardous Materials

For all shipments of Contractor-furnished equipment or materials arriving at the jobsite, the Contractor shall provide the documentation required by OSHA and governing bodies. All MSDS must be maintained and available per applicable regulations.

B. Receiving

The Contractor shall examine all shipments of furnished equipment and material furnished by SRMT, and shall notify the SRMT immediately of any shortages, discrepancies, or damage.

The Contractor shall prepare a listing of the materials or equipment received and acknowledges receipt of such items from the SRMT. The listing shall include what material or equipment was received, when they were received, a description of the item(s), serial numbers or catalog numbers, Contractor name, Contractor numbers, and Purchase Order number when applicable. On a weekly basis, the Contractor shall provide an updated list to the SRMT. The Contractor shall take immediate custody of all materials and equipment received in good condition and shall thereafter be solely responsible for any damage or shortage until final acceptance of the Contractor's work.

The Contractor shall be responsible for the prompt unloading of all equipment and materials received into his or her custody and shall pay any demurrage. If any SRMT-furnished materials and equipment arrive after working hours, the Contractor shall assign personnel to receive and inspect all such shipments and shall pay all base time and overtime costs for such work.

The Contractor shall replace all equipment and materials purchased by SRMT which are lost or damaged while in the custody of the Contractor. Replacement materials and equipment shall be of a type and quality equal to the original materials and equipment, shall be acceptable to the SRMT, and shall be obtained expeditiously to prevent delay of the work. Extensions of time will not be granted for delays caused by failure to receive replacement materials and equipment at the time required for their installation.

The Contractor shall maintain a current, accurate inventory and record of location for all equipment and materials in his custody.



C. Handling

The Contractor shall handle all equipment and materials carefully to prevent damage or loss, shall store them in an orderly manner, shall keep adequate and convenient records of their location, and shall keep a continuously accurate inventory.

The use of bare wire rope slings for unloading and handling materials and equipment is prohibited except with the specific permission of the SRMT.

D. Storage

Stored equipment and materials shall be adequately supported and protected to prevent damage. Equipment shall be moved into the permanent building or onto its permanent foundation as soon as construction will permit.

Stored materials and equipment shall not be allowed to contact the ground. In warehouses that do not have dry concrete or suspended floors, materials and equipment shall be stored on platforms or shoring.

All Contractor-furnished platforms, enclosures, shoring, and weatherproof coverings for storage use shall remain the property of the Contractor and shall be removed upon completion of the work.

E. Coverings

Weatherproof coverings for outdoor storage shall utilize waterproof, flame resistant type sheeting. Sheeting widths shall be the maximum practicable and, if necessary, widths may be built up by using waterproof taped splices. The sheeting shall be carefully placed and tied down to prevent moisture from entering the laps and to prevent wind damage to the coverings.

F. Storage Methods

Except as otherwise specified, the storage method to be used for various materials and equipment shall be acceptable to the SRMT and the Engineer



18. Miscellaneous Materials and Services

Miscellaneous materials, consumable items, and services not otherwise specifically called for shall be furnished by the Contractor in accordance with the following:

1. All nuts, bolts, washers, connectors, jumpers, fasteners, etc. between components and equipment furnished under these specifications.
2. All special tools required for installation and testing of the equipment provided
3. Erection materials and services specified in these specifications.
4. All material must be used in accordance to applicable RUS, Telecordia, Bell Systems standards
5. All materials must meet the approval of the Engineer

19. Exclusions

This RFB does not request an estimate for the cost of the excluded items as outlined below. Do not include or calculate these items as a part of your bid:

1. Place and Provide Outdoor Cabinets
2. Directional drilling under railroads
3. Directional drilling depths over 20'
4. Trench cover depths over 48"
5. Purchase of Optical Network Terminals (ONT's)

20. Equipment Certification & Standards Reference

A. Reference Standards

Reference to the standards of any technical society, organization, or association, or to the laws, ordinances, or codes of governmental authorities shall mean the latest standard, code, or specification adopted, published, and effective at the date of taking bids unless specifically stated otherwise in these specifications.

The specifications, codes, and standards referenced in these specifications (including addenda, amendments, and errata) shall govern in all cases where references thereto are made except where they conflict with these specifications, where the latter shall govern to the extent of such difference.



If a conflict in standards is perceived, then the Engineer shall determine the course of action. The bidder shall notify any perceived conflict during the Question and Answer period of this response period.

B. RUS Standards

All construction will be completed in accordance to RUS standards as referenced in the RUS contracts. No deviation or substitute methods, installation, equipment, or product will be accepted.

If a conflict in standards is perceived, then the Engineer shall determine the course of action. The bidder shall notify any perceived conflict during the Question and Answer period of this response period.

C. Telecordia

All installation will be completed in accordance to RUS standards as referenced in the RUS contracts. No deviation or substitute methods, installation, equipment, or product will be accepted.

If a conflict in standards is suspected, then the Engineer shall determine the course of action. The bidder shall notify any perceived conflict during the Question and Answer period of this response period.

D. Equipment Certification

All equipment models must have independently tested lab documentation in order to establish benchmark performance metrics. Document must also be included to certify the equipment meets or exceeds USDA, Professional, & Engineering standards as outlined in the RFB.



EXHIBIT A - SRMT OSP BID DRAWINGS

Found online at <http://www.srmt-nsn.gov/>

EXHIBIT B - OSP TASK SUMMARY

Found online at <http://www.srmt-nsn.gov/>

EXHIBIT C - BILL OF MATERIALS (BOM)

Found online at <http://www.srmt-nsn.gov/>

EXHIBIT D - RUS FORM 515 (TELECOM CONSTRUCTION CONTRACT)

Found online at <http://goo.gl/eNEv9>

EXHIBIT E - MOHAWK COMPLIANCE PLAN AGREEMENT 2012

(The predecessor of this document is the “Mohawk Preference Compliance Plan & Agreement”. This document is issued for compliance to the Policy on Mohawk Preference Construction Contracting)

Found online at <http://www.srmt-nsn.gov/>



EXHIBIT F - RUS FORM 307 – BID BOND

Found online at <http://goo.gl/r6EB9>

EXHIBIT G - EJCDC FORM C-615(A) - PAYMENT BOND

Found online at <http://www.srmt-nsn.gov/>

EXHIBIT H - EJCDC FORM C-610 – PERFORMANCE BOND

Found online at <http://www.srmt-nsn.gov/>

EXHIBIT I - SRMT FORM – CERT.REGARDING DEBARMENT

Found online at <http://www.srmt-nsn.gov/>

EXHIBIT J - SRMT FORM – CERT. REGARDING DRUG-FREE

Found online at <http://www.srmt-nsn.gov/>



EXHIBIT K – CERT. OF INDEPENDENT PRICE DETERMINATION

Found online at <http://www.srmt-nsn.gov/>

EXHIBIT L - CERTIFICATE REGARDING LOBBYING

Found online at <http://www.srmt-nsn.gov/>

EXHIBIT M - SUPPLEMENTARY CONDITIONS TO CONTRACT

Found online at <http://www.srmt-nsn.gov/>

EXHIBIT N – LABOR PROVISIONS AND DB GENERAL DECISIONS

Found online at <http://www.srmt-nsn.gov/>

EXHIBIT O - SAINT REGIS MOHAWK TRIBE BID FORM

Found online at <http://www.srmt-nsn.gov/>